

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re:

Case No: 6:15-bk-5064-ABB  
Chapter 13

DARREN WADE  
AMANDA WADE,

Debtor(s).

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**Chapter 13 Plan**

COMES NOW, the Debtor(s) and files this Chapter 13 Plan. The projected disposable income of the Debtor(s) is submitted to the supervision and control of the Chapter 13 Standing Trustee, and the Debtor(s) shall pay the following sums to the Chapter 13 Standing Trustee:

**PLAN PAYMENTS**

<b>Payment Number by months</b>	<b>Amount of Monthly Plan payment</b>
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<b>1 – 36 (July 11, 2015 – June 11, 2018)</b>	<b>\$1,905.00</b>
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The Debtor(s) shall pay by **money order**, **cashier's check** or **wage deduction**, to Laurie K. Weatherford, Chapter 13 Standing Trustee, P.O. Box 1103, Memphis, Tennessee 38101-1103. The Debtor(s) name and case number must be indicated clearly thereon and received by the due dates for payments established by court order.

**PAYMENT OF CLAIMS THROUGH THE PLAN**

**Attorney Fees**

<b>Attorney Name</b>	<b>Claim Amount</b>	<b>Payment Amount</b>	<b>Payment Month Numbers</b>
<b>Erik Washington</b>	<b>\$6,010.00</b>	<b>\$264.00</b>	<b>1-6</b>
*includes loan modification fee		<b>\$214.00</b>	<b>7-27</b>
		<b>\$204.00</b>	<b>28</b>
 <b>Monitoring Fee</b>	 <b>\$1,500.00</b>	 <b>\$50.00</b>	 <b>7-36</b>

**Priority Claims**

The fees and expenses of the Trustee shall be paid over the life of the Plan at the rate allowed as governed by the guidelines of the United States Trustee.

<b>Name of Creditor</b>	<b>Claim Amount</b>	<b>Payment Amount</b>	<b>Payment Month Numbers</b>
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<u>Secured Creditor</u>	<u>Amount</u>	<u>Amount</u>	<u>Numbers</u>
Santander	\$11,187.00	\$336.54	1-35
2012 Dodge Caravan		\$336.60	36
		paid at 5.25%	
Selene Finance	\$206,599.00*	\$1,072.60	1-60

\* Debtor is paying 31% of his gross income in the amount of \$3,461.54 – 31% = \$1,072.60

“The Debtor will be filing a Verified Motion for Referral to MMM with Selene Finance, (“Lender”), loan number 4511, for real property located at 128 Wheatfield Circle, Sanford FL 32771 within 90 days of the Petition. The parties shall timely comply with all requirements of the Order of Referral to MMM. The parties shall timely comply with all requirements of the Order of Referral to MMM. While the MMM is pending and until the trial/interim payment plan or the permanent mortgage modification/permanent payment is established by the parties, the Debtor has included a post-petition plan payment, absent Court order to the contrary, of no less than 31% of a Debtor’s gross monthly income (after deducting any amount paid toward HOA fees due for the property) as a good faith adequate protection payment to the Lender. All payments shall be considered timely upon receipt by the trustee and not upon receipt by the Lender. The Trustee shall hold adequate protection payments pending further Order of the Court.

Until the MMM is completed and the Final Report of Loss Mitigation Mediator is filed, any objection to the Lender’s Proof of Claim on the real property described above shall be held abated as to the regular payment and mortgage arrearage stated in the Proof of Claim only. The Debtor shall assert any and all other objections to the Proof of Claim prior to confirmation of the plan or modified plan. All payment changes are abated during the MMM process.

If the Debtor, coobligor/coborrower or other third party (if applicable) and the Lender agree to a settlement as a result of the pending MMM, the Debtor will file a Motion to Approve Loan Modification with Lender no later than 14 calendar days following settlement. Once the settlement is approved by the Court, the Debtor shall immediately amend or modify the plan to reflect the settlement and the Lender shall amend its Proof of Claim to reflect the settlement, as applicable.

If a settlement is reached after the plan is confirmed, the Debtor will file a motion to modify the plan no later than 30 calendar days following approval of the settlement by the Court and the Lender shall have leave to amend its Proof of Claim to reflect the settlement reached after confirmation of the Plan. The parties will then timely comply with any and all requirements necessary to complete the settlement.

If the Lender and the Debtor fail to reach a settlement, then no later than 60 calendar days after the Mediator’s Final Report is filed, the Debtor will amend or modify the plan to (a) conform to the Lender’s Proof of Claim (if the Lender has filed a Proof of Claim) and (b) provide that the real property will be surrendered. If the amended or modified plan provides that the real property is to be surrendered, and the Lender shall have in rem relief from the automatic stay as to the real property being surrendered. Notwithstanding the foregoing, Lender may file a motion to confirm that the automatic stay is not in effect as to the real property.

Confirmation of the Plan will be without prejudice to the assertion of any rights the Lender has to address payment of its Proof of Claim” or payment changes.

<u>Secured Arrearage:</u>	<u>Claim</u>	<u>Payment</u>	<u>Payment Month</u>
<u>Name of Creditor</u>	<u>Amount</u>	<u>Amount</u>	<u>Numbers</u>
To be capitalized in mortgage modification for first mortgage			

<u>Secured Gap Payments</u>	<u>Claim</u>	<u>Payment</u>	<u>Payment Month</u>
<u>Name of Creditor</u>	<u>Amount</u>	<u>Amount</u>	<u>Numbers</u>

**Property to Be Surrendered:****Creditor Name:****Property Address:****Valuation of Security:**

<u>Name of Creditor</u>	<u>Collateral Value</u>	<u>Payment Amount</u>	<u>Payment Month Numbers</u>
Credit Acceptance	\$3,900.00	\$117.32	1-35
2007 Chevy Equinox		\$117.49	36

**Executory Contracts: (The following Executory Contracts are assumed)**

**Name of Creditor:**                      **Description of Collateral:**                      **Month Numbers:**

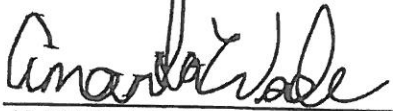
**The following Executory Contracts are rejected:****Name of Creditor:****Description of Collateral:**

**Unsecured Creditors:** whose claims are allowed shall receive a pro rate share of the balance of the funds remaining after payments to Priority and Secured Creditors are made. Approximate percentage: 5%

**DECLARATION**

I/We have read the foregoing and to the best of my information, knowledge and belief it is true and correct. I/We understand that the Verified Document is to be filed in electronic form with the United States Bankruptcy Court in connection with the above-captioned case.

  
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 DARREN WADE

  
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 AMANDA WADE

/s/ Erik J. Washington  
**ERIK J. WASHINGTON**  
 Florida Bar No. 77128  
 The Washington Law Firm P.A.  
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 Attorney for Debtor(s)

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Chapter 13 Plan of Debtor(s) was furnished by electronic transmission or by United States mail, postage prepaid on the 9<sup>th</sup> day of July, 2015 to All Creditors and Parties in Interest as listed on the Court's Matrix as attached.

/s/ Erik J. Washington

**ERIK J. WASHINGTON**

Florida Bar No. 77128

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